

HID EEO 1 (Rev 06/00) Employment Discrimination Complaint

ORIGINAL

Teresa Loftus

NAME

3134 Hinano St

MAILING ADDRESS

Honolulu, HI 96815

CITY, STATE, ZIP CODE

8482328265

TELEPHONE NUMBER

TLL1205@gmail.com

FACSIMILE AND EMAIL (if applicable)

FILED IN THE
UNITED STATES DISTRICT COURT
DISTRICT OF HAWAII

DEC 23 2020

at 11 o'clock and 19 min. a.m.

MICHELLE RYNNE, CLERK

unpaid, 1st submitted

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

Teresa Loftus

Plaintiff,

vs.

H&R Block

Defendant(s),

CIVIL NO.

EMPLOYMENT DISCRIMINATION
COMPLAINT

CV20 00568 JMS KJM

1. Plaintiff resides at:

Address:

3134 Hinano St

City, State & Zip Code

Honolulu HI 96815

Phone number:

848 232 8265

2. Defendant is located at:

Address:

ONE H AND R BLOCK WAY

City, State & Zip Code

KANSAS CITY, MO 64030

3. This action is brought pursuant to Title VII of the Civil Rights Act of 1964 for employment discrimination. Jurisdiction is conferred on this Court by 42 U.S.C. § 2000c-5. Equitable and other relief is sought under 42 U.S.C. § 2000c-5(g).

4. This acts complained of in this suit concern:

- A. ☐ Failure to employ me.
- B. ☒ Termination of my employment
- C. ☐ Failure to promote me.
- D. ☒ Other acts as specified below:

~~I filed a Charge of Discrimination with the EEOC against my employer because~~
~~I was being treated differently from other co workers in my district on so~~
~~many levels. This harassment started when I was granted reasonable~~
~~accomodation for a broken leg, then progressed expontentially after I survived~~
~~Colon Resection and Cancer.~~

HR Block did not participate in mediation and i have since rec'd a 'Right to Sue Letter' However i was off Island when this letter was mailed on 23 September 2020. My neighbor picked up my mail and found this approx 30th October 2020- re:covid. In September Mail from Los Angeles was taking up to two weeks.

After 19 years of loyal and successful employment at Block with experience in every position starting with Receptionist, I found my niche working with the Military and Taxes.

~~After my injury and illness i was treated differently and are one of few~~
~~caucasions working in this district. I was ostracize for working with a leg brace~~
~~sent to other locations, tormented for using the bathroom after colon surgery~~
~~accused of taking and destroying others tax prep from the printer, which was~~
~~proven I did not. I was denied a transfer to a more favorable opportunity after~~
~~my car broke down. Told to ride the bus 2 hours each way to a location at half~~
~~the pay. and many other issues of payroll, training, and compensation while~~
~~working on a Military Installation.~~

The Hawaii East district leadership did everything they could to force me out

5. Defendant's conduct is discriminatory with respect to the following:

- A. ☒ My race or color.
- B. ☐ My religion.
- C. ☐ My sex.
- D. ☐ My national origin.
- E. ☒ Other acts as specified below:

I am one of a few caucasian working for HR Block Hawaii
East. I am not treated the same with regard to scheduling,
location, pay, or other opportunities presented by the CEO
of HR BLOCK...

6. The basic facts surrounding my claim of discrimination are:

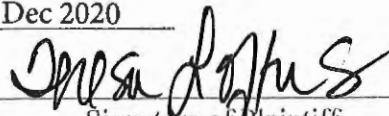
I was treated differently and experienced discrimination so agregious
I believe the stress was a contributing factor to my Cancer.
I was denied the right to work at the only career I have had for 20
years
I am a 60 year old white woman without any protection from the
unusual practices of this district compared to other places I have
worked
I have been here 5 years making great strides with my training and
service levels being at a near perfect score in customer satisfaction
My DM told me to my face it doesnt matter how much money
you bring in to the company and it doesnt matter how high the
customers rate you. If you make a problem for us (Reasonable
accomodations) we will get rid of you.

Within two weeks i was terminated and have been unable to find
full time work in my lifelong career

I became a liability when i started questioning their policy around
mandatory health coverage here in the State of Hawaii. They delayed
my coverage letter and as it turns out my Cancer progressed from
Stage zero to Stage one requiring agressive emergent surgery.
I did return to work during the very same season and was
commended for helping TWO office surpass goals and broke
performance records. The following season, targeted and pushed out

7. The alleged discrimination occurred on or about 07 Jan 2020.
(Date)
9. I filed charges with the Federal Equal Employment Opportunity Commission (or the State of Hawaii Department of Labor and Industrial Relations, Enforcement Division) regarding defendant's alleged discriminatory conduct on or about 04 Mar 2020.
(Date)
10. WHEREFORE, Plaintiff prays that the Court grant such relief as may be appropriate, including injunctive orders, damages, costs, and attorney fees.

Dated: 18 Dec 2020



Signature of Plaintiff

Teresa Loftus

Plaintiff's Name - printed, or typed.
(Notarization is not required)



Corporate - Choctaw Defense Services, Inc.
2701 Liberty Parkway, Suite 311
Midwest City, OK 73110
1(405) 735-6395

December 21, 2020

Teresa Loftus
3134 Hinano St.
Honolulu HI
96815

Dear Teresa Loftus,

The purpose of this letter is to formally notify you that your position as General Clerk II on the USAREC contract with Choctaw Defense Services, Inc. ("CDS") is being placed on furlough due to lack of federal government funding. Your last day of work will be December 31, 2020.

Please be assured that this action in no way reflects dissatisfaction with your job performance. This furlough is a necessary company-initiated short-term temporary unpaid leave of absence. The length of this furlough is unknown at this time. We will do our best to provide you with current information as our organization moves to have employees come back to work after restoration of federal government funding and the conclusion of the furlough. The nature and scope of the furlough may be changed or terminated at the sole discretion of CDS. Neither this letter nor the furlough creates any employment contract between you and CDS, express or implied.

Your wages and benefits will continue at their current level through your last day of work prior to the start of your furlough. You will not be paid during the furlough, but your health and welfare benefits will continue in accordance with your current elections and the terms of the applicable plan documents. Employee premium costs will be paid by CDS during the furlough.

Your vacation leave balance will remain intact throughout the furlough, and you may request to use any accrued, unused vacation leave during the furlough. Your personal leave balances will also remain intact but will not be available for use during the furlough. Similarly, bereavement, jury duty, military leave, etc. will not be available for use while on furlough.

During the furlough period, you may file for unemployment compensation. Please refer to your state's guidelines for unemployment compensation regarding specific details and provisions surrounding eligibility, application, and collection of benefits.

We are hopeful that federal funding for this contract will be restored soon. In the meantime, if you need assistance in any way, please feel free to contact our Senior Director of Human Resources, Ms. Kathy Lance. Ms. Lance's contact information is as follows:

Office Number 580.200.0927 ext. 1703

Email Address klance@choctawglobal.com

Very truly yours,

A handwritten signature in black ink, appearing to read "Jeff Rodriguez".

Jeff Rodriguez
President
Choctaw Defense Services